

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made this 1st day of October, 2017, between: John M. Bradley and Rebecca S. Bradley of 3799 Judson Hill Road Gillett PA 16925, (hereinafter "Seller") and Darren E. Roy and Ashley R. Roy of, 1485 Springfield Road Columbia Cross Roads, PA 16914, (hereinafter, whether one or more, called "Purchaser").

WITNESSETH:

1. **Property** - The Seller agrees to sell and convey to the Purchaser and the Purchaser agrees to purchase: Land and Home at 3799 Judson Hill Road Gillett PA 16925

ALL THAT CERTAIN lot or parcel of land together with the improvements erected thereon situate at 3799 Judson Hill Road Gillett PA 16925, Bradford County, Pennsylvania, and more particularly described in Deed Book 332, page 516, Bradford County Records (the "Premises"), sale to be at the price and on the terms and conditions contained herein.

2. **Purchase Price and Down Payment** - Purchaser shall pay to the Seller the sum of \$20,000.00 as the purchase price for the Premises, payable as follows: \$ 500.00 upon the signing of this Agreement (the "Down Payment"), receipt whereof is hereby acknowledged, to be held in escrow by John A. DiGiamberardino, Esquire, until settlement (which Down Payment shall be retained by the Seller as liquidated damages in case of default by the Purchaser in the performance of the terms of this Agreement), and the balance of the purchase price in cash or by certified check at the time of settlement.

3. **Mortgage Contingency** - This agreement is contingent upon the Purchaser being able to secure a mortgage from a bank or lending institution regularly doing business in Bradford County in the amount of \$20,000 up to a maximum interest rate of 4% percent and for a minimum term of 20 years. In the event Purchaser is unable to secure the aforesaid mortgage by 12/1/2017, this Agreement shall be null and void and the down payment together with any

interest accrued thereon shall be returned to the Purchaser.

4. **Title** - The title to the Premises shall be conveyed by special warranty deed and shall be such as will be insured by a reputable title insurance company doing business in Bradford County, Pennsylvania, at regular rates, free and clear of all easements, liens, restrictions and encumbrances excepting those easements, restrictions and rights of way that can be disclosed by a title search on the premises and which do not unreasonably interfere with the use of the property as a residence. In the event that insurable, as provided herein, cannot be given by the Seller to the Purchaser, this Agreement of Sale shall be null and void and the Down Payment shall be returned to the Purchaser unless the Purchaser desires to accept the title without insurance or subject to exceptions. This agreement is specifically contingent upon the Seller securing all court approval that may be necessary to sell the Premises free and clear of liens.

5. **Personal Property** - All personal property affixed to the Premises, including gas and electric fixtures, piping and wiring and heating and plumbing systems, and domestic hot water heater, are included in this sale.

6. **Apportionments** - Real estate taxes shall be apportioned between the parties as of the date of settlement on a fiscal year basis. Rent payable to Seller, sewer and water rent and other utility charges, if any, shall be apportioned as of the date of settlement on the basis of the current term.

7. **Settlement Expenses** - Seller agrees to pay for the preparation of the deed, acknowledgment of the deed, and any survey, if necessary, to convey a good and marketable title. Purchaser and Seller shall share equally all real estate transfer taxes. All other expenses of conveyance shall be paid by the party incurring them.

8. **Insurance** - Risk of loss to the date of Settlement shall be borne by Seller. Insurance against loss or damage to the Premises from causes insurable under a standard Pennsylvania fire insurance policy with extended coverage shall be maintained by Seller to the

extent of existing insurance coverage. Purchaser is hereby notified that upon the signing of this Agreement, it is Purchaser's responsibility to insure Purchaser's interest in the Premises at Purchaser's own expense. In the event the Premises are damaged by fire or other casualty, which is not repaired prior to settlement, Purchaser shall have the right, but not the obligation, to terminate this Agreement at Purchaser's sole option by so notifying Seller, in writing, at which time the Down Payment and any interest thereon shall be returned to Purchaser.

9. **Possession and Tender** - The Seller shall deliver the deed and possession of the Premises on the date of settlement. Formal tender of deed is hereby waived.

10. **Settlement** - Settlement shall be made by the Purchaser within Ninety (90) days from the date of the signing of this Agreement at 1090 West Main Street, Troy PA 16947, Bradford County, Pennsylvania. Time is of the essence of all of the terms and provisions of this Agreement and in the event the Purchaser fails to make settlement as herein provided, the Down Payment shall be retained as payment on account of the purchase price as compensation for the damages and expenses that were incurred by the Seller in which case this Agreement shall become null and void and both the Seller and the Purchaser discharged from any and all liability hereunder.

11. **Modification** - This Agreement may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

12. **Gender** - Wherever used in this Agreement the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

13. **Descriptive Headings** - The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matters in the sections that follow them. Accordingly they shall have no effect whatsoever in determining the rights or the obligations of the parties.


14. **Benefit** - For the true performance of all the terms and conditions aforesaid, the


Seller and the Purchaser bind themselves, their heirs, executors, administrators, successors and assigns.

15. **Entire Agreement** - This Agreement contains the entire agreement between the parties and it shall not be modified except in writing signed by both parties.

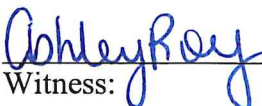
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed the day and year first above written.



Witness:



John M. Bradley

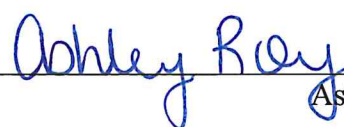

Witness:


Rebecca S. Bradley


Witness:


Darren E. Roy


Witness:


Ashley R. Roy